

TERMS AND CONDITIONS

Recipient agrees to meet the site-specific financial management and record keeping responsibilities contained in EPA's "Superfund Financial Management and Record keeping Guidance for Federal Agencies" (January 1989).

1. Authorization

No work will be completed without a specific task or work order.

2. Cost Documentation Requirements

EPA, acting as a manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorized EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both **Recipient** and EPA have responsibilities under this agreement. **Recipient** accounting system reports must be supported by site- and activity-specific cost documentation. **Recipient** will organize and retain in site file(s) documentation of costs by site and activity (e. g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

Payroll - time sheets or time cards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor. Any subsequent revisions to the time sheets must be signed by both the employee and the employee's supervisor.

Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotels, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 "Voucher and Schedule of Payment" or equivalent.

Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluation of contractor bids, contractor invoices, **Recipient** project officer approval of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

Supplies and Equipment - EPA authorization to purchase non-expendable property of \$1000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

Any other direct costs not included in the above categories.

b. Indirect Costs

The **Recipient** certifies (1) that any indirect costs included in billing EPA represent, in accordance with GAO principles, indirect costs that are funded out of the performing agency's currently available appropriations and that bear a significant relationship to the performing of the services of work, or (2) that statutory authority exists for charging other than these costs for performance. If an audit determines that any direct or indirect costs changed following the resolution of the audit and EPA will be credited for those costs.

3. Reporting Requirements

a. **Recipient** will provide monthly progress reports to the EPA Regional Project Officer containing the following information for each project or task worked on:

Site name, site ID number, and IAG number

Summary of work performed this period

Estimate of the percentage of project completed

Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown (See Item 22, page 2)

Summaries of all problems or potential problems encountered during the reporting period

Projected work for the next reporting period.

b. **Recipient** will provide the EPA Financial Management Center, Cincinnati, with a summary of OPAC transactions quarterly containing, as appropriate, **Recipient** costs by budget category (See Item 22, page 2) identified by the site, site-specific account number, and IAG number.

c. **Recipient** will provide a final inventory of property, within 30 days of project completion, describing the condition of each item and requesting disposition instructions. If the duration of the project is greater than one year, **Recipient** will provide an annual inventory of all property acquired by or furnished to **Recipient** with EPA funds.

4. Cost Recovery

In the event of a contemplated cost recovery action, **Recipient** will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the backup documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than 30 days. If additional time is required to comply with a request, **Recipient** will negotiate with EPA or DOJ a schedule for responding. **Recipient** will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

5. Record Retention Requirements

Recipient and its contractors will retain the documents described in these Terms and Conditions for a minimum of 10 years after transmission of a final OPAC billing for a site or sites, after which **Recipient** and its contractors must obtain written permission from the appropriate Regional Award Official before disposing of any of the records.

6. Audits

a. Certain agencies are required by CERCLA, as amended, to perform annual audits of transactions involving Superfund. The **Recipient** may also be required to perform annual audits. Cost documentation information must be available for audit or verification upon request of the DOI Inspector General.

b. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified by **Recipient** immediately following the resolution of the audit and be credited with those costs.

7. Other EPA Involvement

a. EPA's substantial involvement in this IAG will include reimbursement to **Recipient**, through the U. S. Treasury Department's Government On-Line Accounting Link System (GOALS), featuring on-line payment and collections (OPAC). At the same time that reimbursement is made, **Recipient** sends requests for reimbursement to the authorized representatives of the EPA regional program office and the EPA regional IAG administration office (if applicable) for approval. Approvals of these requests are based upon receipt and approval by the EPA regional program office of the monthly progress report and any other technical reports described in the Scope of Work. If there are any adjustments to the amount paid to **Recipient**, the regional program office contacts the EPA Financial Management Center, Cincinnati.

b. EPA will hold title to all property acquired with Superfund monies. EPA will provide **Recipient** with property disposal instructions upon termination of the IAG and receive fair-market value for any property disposed of or used for non-Superfund activities.

8. The **Recipient** agrees to submit a report to EPA showing the total amount of procurement dollars awarded and the amount and percentage of such funds awarded to MBEs and WBEs on forms 6005-3 and 6005-3a by December 15th of the current year. Reports should be submitted to:

Office of Small Disadvantaged Business Utilization
U. S. Environmental Protection Agency
401 M Street, S.W. (Mailcode: 1230)
Washington, D.C. 20460

9. Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within 60 days of initiation of a site specific work assignment. No work involving direct measures or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the Quality Assurance documentation. (See 40 CFR 30.54 or 31.45, as appropriate.) Additional information on these requirements can be found at the EPA Office of Grants and Debarment Web site: <http://www.epa.gov/ogd/qa.htm>.